

NP

United States District Court  
Northern District of Illinois

RECEIVED

OCT 11 2017

THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

Plaintiff

Andrea NaTay Drane

v.

Defendant

Lululemon and  
I Grow Chicago

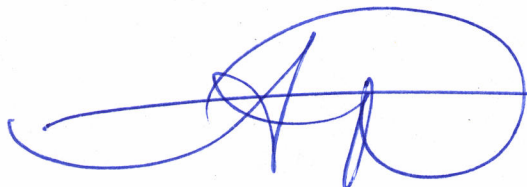
COMPLAINT

1:17-cv-07336

Judge Jorge L. Alonso

Magistrate Judge Sheila M. Finnegan

Lululemon and I Grow Chicago improperly solicited and accepted \$548 in donations on behalf of Englewood 5K without proper consent or authorization. I am seeking \$5 million dollars in damages. Please see attached cease and desist letter and response.

 10/11/17



Jackson Corporate Law Offices, P.C.  
190 S. LaSalle St., Suite 430  
Chicago, IL 60603  
(773) 916-7147

September 29, 2017

**VIA U.S. PRIORITY AND ELECTRONIC MAIL**

I Grow Chicago  
c/o Robbin Carroll  
6402 S. Honore  
Chicago, IL 60636  
[Rcarroll30@gmail.com](mailto:Rcarroll30@gmail.com)

Rise Glen Ellyn  
c/o Katelyn Kaese  
499 Pennsylvania Ave., Ste. C  
Glen Ellyn, IL 60137

Lululemon Oakbrook Center  
Chicago Here to Be Team  
c/o Kate Koznarek, Melissa Thompson, and  
Lauren Barounis  
622 Oakbrook Center  
Oakbrook, IL 60523  
[kkoznarek@lululemon.com](mailto:kkoznarek@lululemon.com)  
[lbarounis@lululemon.com](mailto:lbarounis@lululemon.com)

Lululemon  
c/o Legal Department  
1818 Cornwall Avenue  
Vancouver, BC  
Canada V6J 1C7

**RE: CEASE AND DESIST  
Demand Letter Regarding Your Unauthorized and Improper Use of the Englewood  
5K Name and Misrepresentations Involving Your Englewood 5K Affiliation**

Dear Ms. Koznarek, Ms. Thompson, Ms. Barounis, Ms. Carroll, and Ms. Kaese:

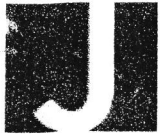
Please be advised that I represent the Englewood 5K Race ("Englewood 5K") organizers - Andrea NaTay Drane and Ditch the Weight and Guns 5K Walk and Run, Inc. ("Ms. Drane" or "Clients") - in matters regarding your improper posts involving the upcoming Englewood 5K, in which you have improperly solicited and accepted donations for the Englewood 5K. Please direct all legal inquiries regarding my Clients to my firm.

It has recently come to our attention that you have been improperly posting on social media and Eventbrite regarding your affiliation with the Englewood 5K, and that you have been improperly soliciting and accepting donations for the Englewood 5K.

**I am writing to demand that you CEASE AND DESIST all current and future posts and solicitations regarding your affiliation with the Englewood 5K, and CEASE AND DESIST accepting donations for the Englewood 5K. All donations are required to be taken through the Englewood 5K's website. However, you have instead solicited these donations and**

**demanding an accounting of all amounts received involving your actions and a turnover of these funds to my Clients.**





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Your actions violate several state and federal laws. First, your solicitations constitute a tortious interference with my clients' business relationships where you are improperly soliciting donations for the Englewood 5K without tendering these funds to my Clients. To state a cause of action for tortious interference with a business relationship, a plaintiff must allege: (1) a reasonable expectancy of entering into a valid business relationship; (2) the defendant's knowledge of the expectancy; (3) an intentional and unjustified interference by the defendant that induced or caused a breach or termination of the expectancy; and (4) damage to the plaintiff resulting from the defendant's interference. *Voyles v. Sandia Mortgage Corp.*, 196 Ill. 2d 288, 300-01 (2001).

Second, your actions are an unauthorized use of my Client's common law trademark rights to the Englewood 5K name. Your actions constitute common law trademark infringement in violation of Illinois common law. Third, you are violating federal unfair competition statutes (15 U.S.C. § 1125(a)(1)(A)) where your actions are likely to cause confusion or mistake, or to deceive as to your affiliation, connection, or association with the Englewood 5K, or as to the origin, sponsorship, or approval of the Englewood 5K.

Similarly, you are violating the Illinois Consumer Fraud and Deceptive Practices Act/Uniform Deceptive Trade Practices Act (815 ILCS § 510/1 *et seq.*) by causing a likelihood of confusion or misunderstanding as to the source, origin, or sponsorship of the your services; causing a likelihood of confusion or of misunderstanding as to the affiliation, connection, or association between you and the Englewood 5K; and using deceptive representations or designations of origin in connection with the Englewood 5K.

Specifically, we have discovered several violations by you including, but not limited to:

1. Your August 27, 2017 Eventbrite listing for "Yoga with Andrea benefitting IGrow Chicago by Kate Koznarek & Melissa Thompson" (<https://www.eventbrite.com/e/yoga-with-andrea-benefitting-igrow-chicago-tickets-36660177578#>) where you describe to your customers that:
  - a. "Your donation will be used to help pay for I Grow Chicago's Peace House immediate needs (such as repairs, making the house wheelchair accessible, unforeseen costs, etc.), help lower the costs of entry fees for those participating in the Englewood 5k, and help pay for overhead costs of the Gather Gala benefitting I Grow Chicago in November.  
Your donation will secure your spot in class with Andrea on August 27th.  
Suggested minimum donation: \$20"
2. Your Lululemon Facebook page shares the "Yoga with Andrea benefitting IGrow Chicago" Eventbrite event. As event planners on the Lululemon Chicago Here to Be
- profits to my Clients.
3. Your "I Grow – Combo Donation Class" at Rise Glen Ellyn describes to customers that:



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- 
- a. "A \$20 donation is suggested at time of class... Your class payment will be used to help pay for I Grow Chicago's Peace House immediate needs...help lower the costs of entry fees for those participating in the Englewood 5K, and help pay for overhead costs of the Gather Gala..."

**We demand that you CEASE AND DESIST all current and future posts involving the Englewood 5K and demand an accounting of all amounts received involving any event that you advertised listing the Englewood 5K for an immediate turnover of funds received to my Clients.**

We look forward to your anticipated cooperation. Please feel free to contact me with any questions. I look forward to resolving this matter amicably.

Thank you for your courtesy,

*Mary Vendiola*  
Commercial Litigation Attorney  
[mvendiola@jacksoncounsel.com](mailto:mvendiola@jacksoncounsel.com)

Cc: Andrea NaTay Drane and Ditch the Weight and Guns 5K Walk and Run, Inc.



# **lululemon**

October 10, 2017

**WITHOUT PREJUDICE - PRIVATE AND CONFIDENTIAL**

**BY E-MAIL:** [mvendiola@jacksoncounsel.com](mailto:mvendiola@jacksoncounsel.com)

Jackson Corporate Law Office, P.C.  
190 S. LaSalle St., Suite 430  
Chicago IL 60603

**Attention: Mary Vendiola**

Dear Ms. Vendiola,

**Re: Englewood 5k Race**

Thank you for your letter of September 29, 2017. We write to resolve the matters raised therein. While we disagree that lululemon's actions violated your client's rights, we admire the work that your client is doing in the community and wish to support your client's efforts in this worthy cause.

Our store was not aware that its promotion and fundraising efforts might be unwelcome. The store's intention was to promote both the Englewood 5k and I Grow Chicago Peace House by helping fundraise so that more people could participate in the Englewood 5k. We apologize that this was not cleared with your client in advance, but we hope your client will understand our positive intentions.

As you requested, we will remove any social media posts regarding the Englewood 5k, and will not promote or fundraise for the Englewood 5k Race in the future without your client's permission.

Regarding the requested accounting, a total of \$548 was fundraised. Three dollars (\$3) was refunded when our store received your client's initial communications. The remaining \$545 was provided directly to I Grow Chicago Peace House. lululemon did not receive these funds and I Grow has advised lululemon that all of these funds were used to sponsor race fees for members of the community. Nevertheless, we are willing to make a donation to your client in the amount of \$550 as a gesture of good faith. Please let us know where we should send the funds.

Sincerely,

Karen Murray

*This letter is without prejudice and for the purpose of settling disputed claims. lululemon makes no admissions of law or fact, and reserves all rights and remedies.*